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ATTORNEYS FOR PLAINTIFF  
 INTUITIVE SURGICAL OPERATIONS, INC.

**UNITED STATES DISTRICT COURT**

**NORTHERN DISTRICT OF CALIFORNIA**

INTUITIVE SURGICAL OPERATIONS, INC.,  
  
                     Plaintiff,  
  
                     v.  
  
 JONATHAN LAM, AND DOES 1-10,  
  
                     Defendant.

Case No. 3:24-cv-7427

**DECLARATION OF LAURIE GARCIA  
 IN SUPPORT OF PLAINTIFF  
 INTUITIVE SURGICAL OPERATIONS,  
 INC. 'S *EX PARTE* MOTION FOR A  
 TEMPORARY RESTRAINING ORDER  
 AND EXPEDITED DISCOVERY**

1 I, Laurie Garcia, declare:

2 1. I, Laurie Garcia, am employed by Plaintiff Intuitive Surgical Operations, Inc.  
3 (“Intuitive”), as its Employee Relations Manager. I submit this Declaration in support of Intuitive’s  
4 Motion for a Temporary Restraining Order. The facts set forth in this Declaration are based on  
5 my own personal knowledge, following a reasonable and diligent inquiry. I could and would  
6 testify competently to such facts if called upon to do so.

7 2. I have served as Intuitive’s Employee Relations Manager since January 2023. As  
8 relevant here, my duties include employee relations coaching, employee performance management,  
9 supporting employment-related investigations, and communicating appropriate disciplinary or  
10 other corrective actions in the event employees transgress legal obligations and/or company  
11 policies.

12 3. Intuitive implements an array of measures to safeguard its confidential information  
13 and protect the same from unauthorized use or disclosure. Such measures include, but are not  
14 limited to, imposing appropriate contractual and other restraints on employees and other company  
15 personnel. For example, as a condition of employment, Intuitive requires all employees to sign  
16 contracts through which they commit to always protect, and to never disclose or misuse except as  
17 explicitly authorized, Intuitive’s trade secrets and confidential information—even after their  
18 employment ends.

19 4. In addition, Intuitive educates its workforce on the importance of safeguarding the  
20 company’s intellectual property. For example, Intuitive provides its personnel with formal written  
21 policies on this and related topics, which employees are required to review, acknowledge, and  
22 adhere to.

23 5. Intuitive also mandates that employees complete intellectual property protections  
24 trainings during onboarding and periodically thereafter. These trainings cover, among other topics,  
25 Intuitive’s policies and guidelines governing acceptable access to and use of information  
26 technology assets, and proper storage, handling, and transfer of trade secret and confidential  
27 information internal and external to the company, including with customers and suppliers.

1           6. Defendant Jonathan Lam (“Defendant”) joined Intuitive in January 2019 as a  
2 Classification Program Manager. He was later promoted to Senior Manager of Global Trade  
3 Compliance.

4           7. Attached hereto as **Exhibit 1** is a true and correct copy of the “Proprietary Rights  
5 Agreement” between Intuitive and Defendant, dated January 13, 2019.<sup>1</sup> Defendant signed this  
6 contract as a condition of his employment. Intuitive would not have employed Defendant had he  
7 refused to do so.

8           8. As a further condition of his employment, Defendant was required to review and  
9 agree to several company policies. The policies Defendant received and acknowledged include  
10 those entitled “Acceptable Use of IS [Intuitive Surgical] Resources Policy[,]” “IS Security Incident  
11 Response[,]” and “Strategic Business Process, [Intuitive Surgical] Access Control Policy.”

12           9. Defendant was also required to complete mandatory trainings, including sessions on  
13 how to recognize and protect Intuitive’s trade secrets and other confidential information at his  
14 onboarding and periodically thereafter. The trainings Defendant Lam completed include those  
15 entitled “Confidential Information Training[,]” “Non-Disclosure Agreement (NDA) Module[,]”  
16 “Spear Phishing Attacks[,]” “Malicious Insider Threat[,]” “IT Security Essentials for Management  
17 and above[,]” “Security Essentials – Executive[,]” and “IT Security Advanced Phish Finder:  
18 Spotting Warning Signs.”

19           10. In or around September 2024, Intuitive determined to eliminate Defendant’s  
20 position. Defendant was notified of Intuitive’s decision via videoconference at approximately 3:30  
21 p.m. pacific on September 10, 2024. Intuitive advised Defendant that his employment would  
22 continue through November 11, 2024 so that Defendant could hand off his work to others.

23           11. At approximately 4:00 p.m. pacific on September 10, 2024, Intuitive sent Defendant  
24 a written “Notice of Separation” confirming the company’s decision and providing Defendant with  
25 certain instructions and information. Attached hereto as **Exhibit 2** is a true and correct copy of  
26  
27

28           <sup>1</sup> Defendant’s street address has been redacted to protect privacy.

Intuitive’s written “Notice of Separation” to Defendant and the Employee Exit Checklist attached thereto.<sup>2</sup>

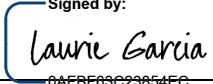
12. On October 8, 2024, I was informed by Defendant’s direct manager, Kornkanok Phutrakul, that Defendant had transmitted a substantial volume of Intuitive confidential information to his personal Gmail account the day before (October 7). That same afternoon, I told Defendant that he would be placed on leave, effective immediately, in light of his transmission of Intuitive confidential materials to his personal Gmail account.

13. In response, Defendant stated that he was only backing up “personal” documents. I asked Defendant why he sent himself documents specifically marked as confidential to Intuitive. Defendant responded that “I already shared and I have nothing further to say.”

14. Intuitive terminated Defendant’s employment for cause on October 11, 2024.

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge, information, and belief.

Dated: October 24, 2024

Signed by:  
  
 0AFBF63C23854EC...  
 Laurie Garcia

<sup>2</sup> The details of Defendant’s proposed severance package and transition support services, as well as Intuitive’s FedEx account number, have been redacted to protect confidentiality and privacy.